

**JOINT PROJECT AGREEMENT  
BETWEEN  
LEON COUNTY, FLORIDA  
AND  
CITY OF TALLAHASSEE, FLORIDA**

**CONCERNING THE FUNDING AND DESIGN OF TRANSPORTATION IMPROVEMENTS AT THE INTERSECTION OF LAFAYETTE STREET AND MAGNOLIA DRIVE -IN THE CITY OF TALLAHASSEE, FLORIDA.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between LEON COUNTY, FLORIDA, hereinafter called the COUNTY, whose mailing address is County Engineer, Leon County, Leon County Court House, 301 South Monroe Street, Tallahassee, Florida 32301, and CITY OF TALLAHASSEE, hereinafter called the CITY, whose mailing address is City Engineer, City Hall, 300 S. Adams Street, Tallahassee, Florida 32301.

**WITNESSETH**

WHEREAS, the CITY agrees to design the transportation improvements at the intersection of Lafayette Street and Magnolia Drive in the City of Tallahassee, Florida; and

WHEREAS, the COUNTY wishes to provide funding for the design of the transportation improvements at the intersection of Lafayette Street and Magnolia Drive (said design of the transportation improvement shall, for the purposes of this Agreement, hereinafter be referred to as the PROJECT); and

WHEREAS, the parties feel that a Joint Participation Agreement is needed and required to define the specific contributions to be made by each party (hereinafter referred to as the Agreement); and

FURTHER WHEREAS, this Agreement is sanctioned by the COUNTY by a vote of the Board of the COUNTY Commissioners on June \_\_, 2003, a copy of the minutes of said meeting being attached hereto and made a part hereof, has authorized its Chairperson to enter into this Agreement and funding of the costs, as agreed herein, which shall be incurred by the CITY. This Agreement is also sanctioned by the CITY by a vote of the CITY Commissioners on June \_\_, 2003, a copy of the minutes of said meeting being attached hereto and made a part hereof, has authorized its Mayor to enter into this Agreement;

NOW THEREFORE, in consideration of these premises and the covenants contained herein, the parties agree to the following:

1. All of the preceding is incorporated into the body of this Agreement and is, by
2. The CITY shall administer the PROJECT.

3. The COUNTY agrees to provide to the CITY funding in an amount equal to the preliminary cost estimate for the PROJECT (hereinafter referred to as the "Initial Deposit"), which funds may be applied toward the cost of the PROJECT. The Initial Deposit shall be provided without requirement that any of said amount, to the extent it is used by the CITY for the PROJECT, be repaid to the COUNTY.
- 4.A. For purposes of determining the Initial Deposit, the preliminary estimate for the PROJECT shall be ***TWO HUNDRED THOUSAND dollars (\$200,000)***.
  - B. COUNTY agrees that it will, at least 60 calendar days prior to the CITY's advertising the request for proposals to retain the consultant services for the PROJECT, deliver to the CITY the Initial Deposit. The delivery date of the Initial Deposit will determine the advertising date of the PROJECT. Upon delivery of the Initial Deposit, the CITY may utilize it for payment of the costs of the PROJECT. Costs of the project shall include, but not limited to, advertising costs, copying, salary and overhead, consultant services and permit fees.
- 5.A. Following the delivery of the Initial Deposit, the CITY shall select a design consultant for the PROJECT (hereinafter referred to as the "Consultant") in accordance with the Consultants Competitive Negotiation Act. The COUNTY and the Tallahassee – Leon County Planning Department shall be represented on the committee that selects the Consultant.
  - B.(1) If the amount of the selected Consultant negotiated price is greater than the Initial Deposit, the CITY shall notify the COUNTY of the amount of the cost increase prior to accepting the Consultant proposal. The COUNTY shall notify the CITY in writing, within twenty-one (21) days after the CITY provides notice of the increased costs of the PROJECT, of its election as to whether or not it shall provide any additional funds for the PROJECT. If the COUNTY elects not to provide any additional funds, the Initial Deposit, less CITY costs accrued to that date, shall be returned to the COUNTY. If the COUNTY elects to provide additional funds, such additional funds shall be delivered to the CITY within 30 days after the COUNTY's notification of such election, and the CITY shall thereafter accept the Consultant proposal accordingly.
  - B.(2) In the event it is anticipated that there will be modifications to the Consultant's contract that would increase cost of the PROJECT, the COUNTY shall be notified by the CITY accordingly. Upon such notification to the COUNTY, the COUNTY shall within twenty-one days notify the CITY in writing as to whether or not it can provide any additional funds for the PROJECT under its current budget. If the COUNTY's current budget allows for additional funds to be provided for the PROJECT, such additional funds shall be delivered to the CITY within 30 days in an amount not to exceed the increased costs of the PROJECT. If the COUNTY's budget will not allow for additional funds to be provided for the PROJECT, the

matter shall be taken to the Board of COUNTY Commissioners for consideration and direction at the next available date.

6. Upon completion of the PROJECT and final payment of PROJECT costs, the CITY shall have its final and complete accounting of all costs incurred for the PROJECT within three hundred sixty (360) days. All cost records and accounts for the PROJECT shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final cost of the PROJECT. Both parties agree that in the event the final accounting of the cost of the PROJECT is less than the total amount of payments delivered to the CITY pursuant to the Agreement, a refund of the excess payments will be made by the CITY to the COUNTY.
7. The COUNTY and the Tallahassee-Leon County Planning Department shall be notified and shall be entitled to be present at all meetings between the CITY and the Consultant. The COUNTY shall also be provided an opportunity to review the design plans prepared by the Consultant no later than five (5) days after thirty (30) percent plans are delivered to the CITY. Within five (5) days after such review, the COUNTY may provide to the CITY any suggested modifications to design plans. The Consultant shall not be allowed to proceed with the PROJECT until after the CITY has given reasonable consideration to the COUNTY's suggested changes. The same review and comment procedure shall be used after the Consultant delivers to the CITY the sixty (60) percent plans and the one hundred (100) percent plans. At any time while this Agreement is in effect, any party may request and shall be granted upon reasonable notice a conference with any other party.

Neither the CITY nor the COUNTY, during any fiscal year, shall expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. Both the CITY and the COUNTY shall require a statement from its Treasurer-Clerk that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

8. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or

written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality of equal dignity herewith.

9. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the COUNTY has caused this Joint Project Agreement to be executed in its behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by the Chairperson of its Board of County Commissioners.

LEON COUNTY, FLORIDA  
(A political subdivision  
of the State of Florida)

ATTEST:

BY: \_\_\_\_\_  
TONY GRIPPA  
Chairman of the Board of County Commissioners

\_\_\_\_\_  
BOB INZER  
Leon County Clerk (SEAL)

CITY OF TALLAHASSEE, FLORIDA  
(A political subdivision  
of the State of Florida)

ATTEST:

BY: \_\_\_\_\_  
JOHN MARKS  
Mayor

\_\_\_\_\_  
GARY M. HERNDON  
City Treasurer-Clerk (SEAL)

APPROVED AS TO FORM:  
LEON COUNTY

APPROVED:  
CITY OF TALLAHASSEE

BY: \_\_\_\_\_  
COUNTY ATTORNEY

\_\_\_\_\_  
CITY ATTORNEY